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#### Contract Database Metadata Elements

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***AGREEMENT***

***BETWEEN***

***COUNTY OF SULLIVAN***

***SULLIVAN COUNTY SHERIFF***

***AND***

***CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,  
LOCAL 1000, AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO***

***SHERIFF'S OFFICE JAIL UNIT,  
SULLIVAN COUNTY LOCAL 853***

***January 1, 2008– December 31, 2012***

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Agreement made as of \_\_\_\_\_, 2010, between the **COUNTY OF SULLIVAN**, a municipal corporation with its principal office at the County Government Center in the Village of Monticello, Sullivan County, New York 12701 (COUNTY) and, the **SULLIVAN COUNTY SHERIFF**, County Jail, Village of Monticello, Sullivan County, New York 12701 (SHERIFF), hereinafter referred to as joint Employers, and **THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**, the certified union for the **SHERIFF'S OFFICE - CORRECTIONAL EMPLOYEES UNIT, SULLIVAN COUNTY LOCAL 853**, an employee organization organized and existing under the laws of the State of New York, with offices at 2 Bushnell Avenue, Village of Monticello, Sullivan County, New York 12701, hereinafter referred to as CSEA or UNION.

WHEREAS, the County, the Sheriff and CSEA desire to continue a constructive, cooperative and harmonious relationship; to establish an equitable and peaceful procedure for the resolution of difference; to provide a procedure for the amicable discussion of matters of mutual interest; to promote effective service by the members of the Unit towards the accomplishment of the mission of the County and the Sheriff; and for the orderly and uninterrupted operation of the government;

### ***ARTICLE 1***

#### **APPLICABLE LAW**

101. This Contract shall be interpreted in accordance with the statutes of the United States of America and such other laws and regulations as may be applicable thereto; the Civil Service Law, the County Law and the General Municipal Law of the State of New York, and such other statutes, rules and regulations as may be applicable thereto; and local laws, resolutions and regulations of the County of Sullivan as may be applicable thereto.

## **ARTICLE 2**

### **RECOGNITION AND DUES DEDUCTION**

201. The Employer recognizes the CSEA as the sole and exclusive representative of all full time provisional and permanent employees in all titles of work or assignment, as specified in Appendix A, attached hereto and made a part hereof.
- 202.1 Employee(s) who work more than twenty (20) hours per week and four (4) months per year, or four consecutive months, shall be designated "regular" part-time employees.
- 202.2 Such employees shall be members of the collective representation unit and shall participate pro rata in all contract benefits.
- 202.3 This Section 202 shall not apply to employees paid on per diem basis.
203. The CSEA hereby affirms that it shall not engage in a strike or cause, instigate, engage or condone a strike, nor will it engage in any activity contrary to the provisions contained in the Public Employees Fair Employment Act, Civil Service Law, Section 210.
204. The CSEA shall have sole and exclusive rights to payroll deductions for membership dues, agency shop fees, CSEA-sponsored insurance programs, and the Public Employees Organized to Promote Legislative Equality (PEOPLE) fund.
- 205.1 The Employer shall deduct from the wages of the employees, regular membership dues, and other authorized deductions for those employees who sign authorization permitting such deductions.
- 205.2 The Employer shall deduct from the wages of each employee, whether or not such employee is a member of the Union, an agency shop fee as defined in Section 208(3)(b) of the Civil Service Law.
206. Deductions shall be made every payday of the month. Funds thus collected shall be

transmitted to the Treasurer of the CSEA, Inc., 143 Washington Avenue, Albany, New York 12224.

207. Membership deductions authorized by any employee shall continue as so authorized unless and until such employees notify the Employer of their desire to discontinue or to change such authorization in writing and signed by the employee and submitted to the Employer in triplicate. One copy shall be sent to the Sheriff's Office Jail Unit, c/o Sullivan County Sheriff's Office, 4 Bushnell Avenue, Monticello, New York 12701, and one copy shall be retained by the Employer.
208. CSEA hereby agrees to hold the Employer harmless for any and all damages it may sustain as a result of making payroll deductions as provided in Sections 205, 206, 207 and 2009 and furthermore, the Union becomes responsible for the disposition of such funds, so deducted, once turned over to the Union.
209. The probationary period for new employees shall be one (1) year.

### ***ARTICLE 3***

#### **COMPENSATION**

301. Employee(s) shall be compensated only in accordance with this Article.
302. During the term of this Agreement, a person employed by the Department in any of the titles specified in Appendix A shall receive the salary provided in Attachments C-1 (Salary Schedule) of this Agreement. The rules for implementing the salary schedules in each year of this agreement are set forth therein.
- 302.1 Effective January 1, 2005, the shift premium will be \$.75 per hour for the 4:00 p.m. to 12:00 a.m. shift, and \$1.00 per hour for the 12:00 a.m. to 8:00 a.m. shift.

When an employee, whose regular shift is not eligible for the shift premium, works a shift to



which the premium applies, that employee shall be paid the shift premium. The shift premium shall be included in employee's hourly rate for the purpose of computing the overtime rate. When an employee, whose regular shift is eligible for that shift premium, works a shift to which the premium does not apply, that employee shall not be paid the shift premium.

**303. SPECIAL COMPENSATION:**

- a. An employee who is required as part of such employees position to be and is certified as a firearms instructor shall be paid in addition to such employee's salary the sum of \$1,000.00.
- b. An employee who is certified as proficient in a language approved by the Sheriff shall be paid in addition to such employee's salary the sum of \$500.00, as an annual stipend for the purpose of translating, which may be limited by the Sheriff to not more than five (5) persons at any one time.
- c. An annual stipend of \$1000.00 shall be paid to one employee designated by the Sheriff as training coordinator and assigned to oversee and supervise the training functions for employees of the Jail Unit. The annual stipend shall be paid only to those individuals approved by the Sheriff to receive such stipend.
- d. An employee who is required as part of such employees position to be and is certified as an instructor in any other special field, shall be paid in addition to such employee's salary a stipend in such amount as the parties shall agree.
- e. Civilian employees who work more than 50% of their work time in proximity to inmates shall be paid a hazardous duty stipend of \$.50/hour in addition to their regular hourly rate effective 1/1/05, as determined by the County and the Sheriff.

- f. Starting January 1, 2011, the cook, cook manager, and food services helper titles will receive a total of \$1.00 per hour for full time hazardous duty.

304. The salary rate of Corrections Officers and armed Security Officers who fail to meet annual firearms qualification requirements shall be decreased by the sum of \$1,500.00 until such time as the employee meets the qualification requirements. It is agreed that the County will provide an available firearms instructor to those who want to avail themselves of this opportunity and that the instructor will be available prior to the first of the three opportunities an employee will have to qualify. If an employee fails to qualify after three opportunities, the County will assign a second instructor to be available to the employee prior to his or her fourth opportunity. If the employee fails on the fourth opportunity then the \$1,500.00 reduction referred to above will become effective.

#### ***ARTICLE 4***

##### **WORK YEAR, WORK DAY, WORK WEEK, AND OVERTIME**

401. **WORK SCHEDULE:**

- a. Except as hereinafter provided, the present schedule and work hours shall remain in effect, unless mutually agreed by both parties.
- b. In the event that such work schedule and work hours shall require employees to work more than 261 days in any year other than a leap year or more than 262 days in any leap year, then and in such event, an employee who works such additional days in any such year, shall be paid compensation at overtime rates as provided in Section 402.
- c. There shall be a fifteen (15) minute pre-shift briefing prior to the beginning of a tour of duty.
- d. An employee who is absent without notice for ten (10) or more calendar days is

deemed to have abandoned and resigned his employment.

402. OVERTIME:

- a. All employees shall be paid at a time and one-half for all hours in excess of forty (40) hours per week. All employees shall receive straight time pay for all hours up to forty (40) per week.
- b. The Employer shall make a good faith effort to pay for overtime on the date of payment of issuance of the payroll check in the payroll period next succeeding the payroll period during which such overtime was earned.
- c. Overtime work shall be offered to employees on the basis of seniority and shall be equitably distributed among employees who normally perform such work. Each employee shall be selected in turn according to his place on the seniority list by rotation provided, however, that the employee whose turn it is to work possesses the qualifications and ability to perform the work required.
- d. An employee requesting to be skipped when it becomes his turn to work overtime shall not be rescheduled for overtime work until his name is reached again in orderly sequence and an appropriate notation shall be made in the overtime roster.
- e. In the event no employee wishes to perform the required overtime work, the Employer shall by inverse order of this seniority list assign the necessary employees required to perform the work in question from those then working.
- f. The Union recognizes that work in progress shall be completed by the employee performing the work at the time the determination was made that overtime was necessary.
- g. An overtime roster shall be available for inspection by representatives of the Union.

- h. If an employee is skipped or denied an opportunity to work overtime in violation of this Agreement, he shall be rescheduled for overtime work the next time overtime work is required, in accordance with this Article.
- i. Employees who volunteer for overtime (for at least four (4) consecutive hours) will be removed from the following round of mandation except if the overtime is on the last day of the employees work week, the employees shall be placed at the bottom of the mandation.
- j. In lieu of overtime compensation, employees may elect to receive compensatory time. Compensation time shall be defined as: any hours worked by an employee as overtime (one and a half times the employee's hourly salary) which is recorded as time due in lieu of overtime pay. A member may accumulate a total of two hundred forty (240) hours of compensatory time. Time in excess of this limit will be paid as overtime as it is worked. However, no compensatory time over the two hundred forty (240) hours at the time of signing this agreement will be paid. All accrued compensatory time off up to two hundred forty (240) hours will be granted as comp time off with pay at the discretion of the Sheriff. This time will remain on the books from year to year. An employee may elect in November of each calendar year to be paid, at his/her regular hourly rate at the time of payment, for a maximum of twenty hours of compensatory time accumulated on the books. Such payment will be made in the first pay period of December.

403. For the purpose of this Agreement, vacation, personal leave, sick leave and holidays, unless rescheduled at the request of the employee, shall be treated as time worked for the computation of overtime. In regard to holiday, Section 1303 shall be used to determine the

employee's actual holiday, provided however, that the hours off on such day shall not be deemed overtime when combined with hours worked during the days next succeeding such day off.

404. An employee who is called out before or after the regular work day of such employee shall be compensated in accordance with an amount equal to at least three (3) hours at the appropriate rate of compensation for such employee's job title.
405. Section 8 of the County of Sullivan Guide for Reimbursement of Employee's Travel Expense shall be interpreted with respect to official travel by an employee to require overtime for such travel to and from training sessions, out-of-county meetings and extraditions, completed in one calendar day. The employee and the department head must agree in advance on the amount of any allowable travel time as provided above. If over night lodging is required, over time shall be allowed for travel time if the employee shall have obtained the approval, in advance, of such employee's department head of the amount of travel time required, which amount shall be reasonable under the circumstances. Mileage shall be allowed after deduction of home-to-office-to-home mileage from all claims for official travel. Required in-service training sessions shall be treated as time worked. If an employee is required to participate in in-service training sessions on their days off or during the periods of other than scheduled work time, training sessions shall be treated as time worked.

## ***ARTICLE 5***

### **LONGEVITY**

501. a. Any employee who has completed a continuous period of employment in provisional, probationary or permanent status whose title is Correction or Security Officer shall, effective January 1, 2005, receive longevity in accordance with the following

schedule:

<u>Period of Employment</u>	<u>Longevity</u>
15 years	\$1,000
20 years	\$1,250
25 years	\$1,500

- 501 b. LONGEVITY: Effective January 1, 2005, upon completion of one (1) year employment, through 25 years of employment, add an additional \$100.00 to each employees annual salary, for each year of service, applicable only to employees with titles – correction corporal, correction sergeant, clerical and food service.
502. The longevity shall be payable as of January 1<sup>st</sup> of the year following completion of the continuous period of employment, subject to reasonable delays for administrative reasons and fiscal policy, and subject to such employee being still in the employment of the Employer, provided, however, that if an employee shall be eligible for New York State Employee Retirement System benefits, and shall retire from employment, such employee shall receive a pro-rated portion of the longevity bonus already paid to such employee in the year of the employee's retirement.

## ***ARTICLE 6***

### **SENIORITY**

601. Seniority shall be defined as a full time employee's length of continuous service within the bargaining unit of the Sheriff's Office. For the purposes of this Agreement, seniority shall be based upon appointment date in title, except in situations of general layoff, in which case seniority shall be based upon appointment date in the Sheriff's Office.
- 602.1 LAYOFF: In case of layoff or reduction in forces, the employee involved shall have the right to replace another employee within the same title, providing, however, that the replaced employee has less seniority. In the event an employee is not eligible to displace another employee, within the same title, due to lack of seniority, Sullivan County Civil Service Rule

XXV numbers 3 and 4, pertaining to vertical bumping and retreat shall govern.

602.2 A replaced employee shall have the same right of Section 602.1.

602.3 Employees laid off shall be recalled by seniority. Employees who have been laid off shall receive a copy of the County Civil Service Rules relating to Bumping, Recall and Reinstatement Rights. 602.4 An employee shall retain his right to recall pursuant to the Civil Service Rules for the Classified Service of Sullivan County, and New York State Civil Service Law.

## ***ARTICLE 7***

### **PROMOTIONS**

701. Whenever an opportunity for a job opening occurs in other than non-temporary positions, a notice of such job opening shall be posted on the bulletin board, stating the job classifications, rate of pay and the nature of the job requirements in order to qualify. Such posted notice shall be for a period of not less than fifteen (15) calendar days for posting of positions which the County anticipates filling.

702. During such period, employees who wish to apply for the open position may do so by submitting an application, in writing, to the Personnel Commissioner, or the Personnel Commissioner's designee.

703. The Sheriff shall fill such open position on the basis of the best interests of the Department; and he shall give due weight to demonstrated skills, abilities, competence, and qualifications in selecting the appointee to an open position from among qualified candidates. Where all other factors are equal, seniority shall be the basis for making such appointment.

## ***ARTICLE 8***

### **GOOD AND WELFARE**

801. The Employer shall provide First Aid Kits in all County vehicles and each department in the

County.

802. The Employer shall provide inoculations for employees exposed to communicable disease in the duties of the employment.

803. PERSONNEL FILES:

The County shall maintain an official personnel file for each employee who is subject to this Agreement. Such file shall contain copies of personnel transactions, official correspondence with employee and formal written evaluation of reports prepared by immediate supervisors. All such material shall be available to the employee upon request.

An employee shall have the right to examine his personnel file during normal business hours of the County. Pre-employment statements solicited in connection with his or her appointment shall not be available to that employee.

No material related to an employee's conduct, performance, character or personality which is derogatory in nature shall be placed in the personnel file without notification to the employee. The employee shall be given an opportunity to read such material and shall acknowledge that he had read such material by affixing his signature on the material to be filed with the understanding that such signature merely acknowledges that he has read its contents. The employee shall receive a copy of such material upon request, and response of reasonable length to anything contained therein which such employee deems to be adverse.

A designated member of the Union, having written authorization from the employee concerned, and in the presence of a representative of the department head, may examine the official personnel file of the employee, except for the limitations provided above, if the examination relates to a filed disagreement, a disagreement in preparation, or written notice of discipline served upon the employee of the County.



## ***ARTICLE 9***

### **EDUCATION AND TRAINING**

901. An employee who is required by the Sheriff to complete a specific training course or education program, shall attend while on duty. The employer shall pay the training or educational fee.
902. The Sheriff and the County shall have full discretion regarding the granting of education leave or vocational training leave with pay to an employee upon the recommendation of the appointing authority. The duration of leave and costs shall be subject to the discretion of the Sheriff and the County. .
903. The Employer shall have full discretion regarding the reimbursing of tuition costs, should an employee take a job-related course or vocational training course, which would not require the employee's absence from County employment. The maximum tuition reimbursement shall be \$500.00/per/semester and must be pre-approved by the Sheriff and the Personnel Officer. A negative decision may be appealed to the Deputy County Manager. .

## ***ARTICLE 10***

### **JURY DUTY**

1001. If an employee is required to report for Trial Jury Duty the employee shall be granted, providing the employee serves, a leave of absence for a period not to exceed twenty days per calendar year, and if the employee is required to report for Grand Jury, the employee shall be granted, providing the employee serves, unlimited leave, and the employee shall be paid the difference between the daily rate of pay and the rate of pay allowed by the County for Trial Jury Duty or Grand Jury Duty. Such leave shall be allowed and credited only for the day or portion thereof that such service is required, except that: (a) if an employee is released from jury duty less than three hours before the end of his or her scheduled work day, such

employee shall not be required to report to work; or (b) if an employee is released from jury duty more than three hours before the end of his or her scheduled work day, such employee shall be required to call in or report to the Sullivan County Jail. No leave shall be allowed, credited or paid unless the employee submits a completed form, provided by the Employer, signed by the Commissioner of Jurors.

## ***ARTICLE 11***

### **MILEAGE**

1101. Effective as of date of this contract, employees who use their own vehicle for the express purpose of conducting County business for job-related duties shall be reimbursed at the rate allowed by Internal Revenue Code as a non-taxable income.

## ***ARTICLE 12***

### **MEALS, ALLOWANCES AND OTHER EXPENSES**

1201. Any employee designated by the Sheriff or his designee to conduct County business for job-related duties outside the County of Sullivan shall have his actual and necessary expenses audited and allowed as a County charge. Employees shall be required to provide receipts for expenses for which reimbursement is being requested.

## ***ARTICLE 13***

### **HOLIDAY SCHEDULE**

1301. The following holidays shall be allowed as days off with pay: New Year's Day, Martin Luther King's Birthday, Abraham Lincoln's Birthday, George Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Election Day, one-half (2) day Christmas Eve, Christmas Day, Veteran's Day, Columbus Day, and one-half (2) day New Year's Eve. Correction Officers accrue holiday time pursuant to Section 1303.

1302. With respect to employees who work a 5-day work week, Monday through Friday only, whenever any of the holidays hereinabove mentioned fall on a Sunday, the following Monday is hereby designated as said holiday, and whenever any of the said holidays hereinabove mentioned fall on Saturday, the preceding Friday is hereby designated as such holiday. If an employee works on a holiday specified in Section 1301 and such day is a Saturday or a Sunday, the preceding Friday or following Monday, as the case may be, shall be deemed the holiday and not the Saturday or Sunday.

1303. Employees who work other than a Monday through Friday five (5) day work week (those referred to in Section 1302) shall accrue one and one sixth (1 1/6) holidays per month. The accrual of this time may be used by the employee for additional time off during the year of accrual with the consent of the Sheriff. To the extent that this accrued time has not otherwise been used by an employee, the employee shall be paid on the first pay day in December, or upon separation, whichever occurs first for this accrued time. No premium shall be due any employee pursuant to this Section or any other provision of this Agreement because of work on a holiday.

1304. Liquidation of Accrued Holiday Time

- a. Employees who retire or otherwise separate from service shall be eligible to be paid for their entire accrued holiday time allotment upon the effective date of their retirement or separation from service.
- b. The County will set aside the sum of \$50,000.00 per year to allow employees who are not separating from service to liquidate accruals of holiday time which occurred prior to January 1, 1999. It is understood that this allotment of money may increase at the County's discretion and that the allotment made by the County in any one year shall

be fully utilized to liquidate these accruals. Liquidation of accruals shall be in the following order:

- (1) One-quarter (1/4) of the annual allotment per year will be disbursed as of the last day of each calendar quarter, namely March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup>:
- (2) Requests for individual payments of previously accrued holiday time must be submitted to the Union Secretary or Treasurer, who will then submit such requests to the Sullivan County Commissioner of Personnel no later than the 15<sup>th</sup> of the month preceding the end of each quarter. Any request for payment submitted later than the 15<sup>th</sup> will not be honored in that quarter.
- (3) The burden of proof of timely submission of requests will be on the Union Secretary or Treasurer making the request. Proof may be either a certified mail return receipt, date stamped on or before the 15<sup>th</sup>, or receipt from the Personnel Commissioner's Office, on or before the 15<sup>th</sup>, verifying personal service of request.
- (4) Payment of individual employee's requests for payment will be made no later than the 1<sup>st</sup> pay period following the last day of the quarter.
- (5) Requests for payment not submitted by the deadline in each quarter, will not be rolled over but must be re-submitted.
- (6) All of the existing and foregoing rules for disbursement may be waived in the event of an emergency. An emergency will mean a serious illness or financial need that could not have been reasonably anticipated.

1305. If the President of the United States, or the Governor of the State of New York declare any

day other than above as a day of mourning, said day shall be honored by the County and applicable to County employees.

#### ***ARTICLE 14***

#### **ANNUAL LEAVE (VACATION), SICK LEAVE AND PERSONAL LEAVE**

**1401. DEFINITIONS:**

- a. "Vacation Time", "Sick Leave" and "Personal Leave" shall mean leave with pay at the employee's basic rate of pay.
- b. "Day" shall mean the normal work day in which the employee is employed.
- c. "Continuous Period of Employment" shall mean an employee on the payroll of the Employer as a provisional, probationary or permanent employee throughout the period covered.
- d. "240 Hour Aggregate Accrual" shall mean the maximum cumulative accrual of vacation time which any employee may have on December 31 of each year of this Agreement.

1402. Upon prior approval, sick leave, personal leave or vacation leave may be used in two hour units.

1403. Sick leave, personal leave or vacation shall not be unreasonably denied, provided sufficient staff is present to cover mandatory posts. An employee denied leave time shall, upon request, have the reason for denial set forth in writing by the Department.

#### **VACATION**

1404. Subject to the provisions hereinafter set forth, employees employed by the County of Sullivan on and after December 31, 1987, who have been employed for the continuous period of employment set forth in the table below shall accrue vacation time in accordance with the

following schedule on a monthly basis, but if such accrual shall exceed 240 hours in the aggregate on December 31 of each year of this Agreement, such accrual shall be suspended until such time as there shall be an aggregate accrual of less than 240 hours.

1 month, but less than 3 years	-	6.67 hours	10 days
3 years, but less than 6 years	-	8.00 hours	12 days
6 years, but less than 10 years	-	10.00 hours	15 days
10 years, but less than 14 years	-	11.33 hours	17 days
14 years or more	-	13.33 hours	20 days

1405. Except as provided in Section 1402, use of vacation time shall be in units of 8.00 hour (one day) or multiples thereof.
1406. The vacation time accrual shall be suspended as provided in Section 1404 if an employee's accrued vacation time shall exceed 240 hours in the aggregate on December 31, provided the failure to take such vacation time shall be solely due to the fault of the employee and not due to personal illness, business pressures, work load of the Department, or a discretionary decision of the Sheriff or his designee. Notwithstanding anything to the contrary contained in this section or in Section 1407, a vacation time accrual beyond 240 hours is permitted if such hours in excess of 240 are used before December 31 of the year of such accrual.
1407. Notwithstanding anything to the contrary contained in Section 1404, and except as provided in Section 1406, in the event that an employee is unable to take his or her vacation time beyond the 240 hour aggregate accrual on December 31 of each year of this Agreement, such employee shall make a written request for postponement of his or her vacation time, and submit a request to the Sheriff, who shall then immediately forward such request to the County Manager who shall have the power to postpone the taking of the employee's vacation

time in excess of the 240 hour aggregate accrual on December 31 of each year of this Agreement and if granted, such accrual shall continue after such December 31.

1408. An employee's seniority in grade shall govern with regard to choice of vacation times provided the Sheriff shall have at least thirty days prior notice of such vacation request. It is further understood that the Sheriff has full authority with regard to the granting of said vacations; a calendar for vacation weeks will be posted by October 1; employees shall choose vacation by seniority (SCG/CPL on one calendar and CO's on a second calendar) by November 1; thereafter employees may choose without regard to seniority, provided the Sheriff shall have at least thirty (30) days prior notice of such vacation requests (however, after November 1, if two (2) or more employees make a request on the same day for the same vacation day, then seniority will control).
1409. Should any holiday or holidays occur during the employee's vacation period, such vacation shall be extended to the extent of the holidays within the period.

#### **SICK LEAVE**

1410. Employees shall accrue sick leave allowance at the rate of one day for each month of continuous employment up to and including a maximum of 200 days of sick leave allowance accrual. In no event shall an employee be entitled to sick leave allowance accrual in excess of 200 days.
1411. An employee may be absent from duty by reason of sickness or disability of himself or herself, a spouse, and minor children, and such absence, when taken, is to be charged against sick leave allowance accrual.
1412. The employee shall notify the department head two hours before starting time, whenever possible.

1413. An employee shall be entitled to accrued sick leave allowance only while in continuous employment. In the event the employee's employment is terminated for any reason whatsoever, such accrued sick leave allowance shall be cancelled and forfeited.
1414. An employee who has accumulated 120 or more days of accrued sick leave shall be credited with an amount equal to the number of days of sick leave accumulated times the employee's rate of pay on the day of retirement times 50% of such total. The value so determined will be set aside in an entry account which amount shall be applied to the reduction of health and medical insurance premiums or costs which would have been paid by such employee after retirement as herein provided. When the value of such amount shall have been exhausted, the employee shall thereafter pay such premiums or cost, as the case may be. Nothing contained in this section shall prevent the application of accrued sick leave to retirement in the manner permitted by law.
1415. Disabilities caused or contributed to by pregnancy, miscarriage, termination of pregnancy, childbirth and recovery therefrom, are for all job related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment. Written and unwritten employment policies and practices involving matters such as the commencement and duration leave, the availability of extensions, the accrual of seniority, and other benefits and privileges, reinstatement and payment under any health or temporary disability insurance or sick leave plan, formal or informal, shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as then apply to other temporary disabilities. When the term of the temporary disability ends, the employee may request an unpaid maternity leave of absence not to exceed one year without pay. Employees shall provide to their department



head a statement from their physician confirming the beginning and termination of the temporary disability period.

1416. In case of an injury to an employee for which he or she is entitled to Workers' Compensation benefits or disability benefits, such employee may elect whether such injury shall be charged against his sick leave allowance accrual, or whether said employee shall receive only his Workers' Compensation benefits or disability benefits, and reserve his sick leave allowance accrual. Such election shall be made within seven days of the time of the injury. In the event such employee elects to have such injury charged against his sick leave allowance accrual, and at the same time accept Workers' Compensation benefits, he shall only be entitled to the difference between the amount of sick leave allowance and the amount of the Workers' Compensation benefits or disability benefits, provided that he shall not exceed his accrued sick leave allowance. The employee's election shall be reduced to writing and submitted to the Sheriff for processing. If the employee fails to make a timely election as provided herein, the employer shall charge the employee's leave time accruals in the following order: (1) sick leave, (2) personal leave, (3) compensatory time. Vacation time shall not be charged. Leave time accruals shall be charged in the order specified for any administrative waiting period.
1417. The employer may require a physician's certificate for any absences of more than two days. Where a pattern of abuse is detected, a physician's certificate may be required at any time, provided however, that such physician's certificate shall not be routinely required.
1418. Employees who use three (3) or less days of sick leave annually shall be eligible for a \$300.00 bonus payable in the first month of the following year.

#### **PERSONAL LEAVE**

1419. Personal leave is leave with pay for personal business, including religious observance,

without charge against accumulated vacation or compensatory time due, subject to the approval of the department head, and if denied, employee may appeal to the Sheriff. Personal leave shall not be unreasonably denied.

- 1420. All employees employed by the County on December 31 shall be credited with three personal leave days on January 1 and one personal leave day each on July 1 and September 1.
- 1421. All employees employed by the County after December 31 and on or before March 31 shall be credited with two personal leave days on the date of hire and one personal leave day each on July 1, and September 1.
- 1422. All employees employed by the County after March 31 and on or before June 30 shall be credited with one personal leave day on the date of hire and one personal leave day each on July 1, and September 1.
- 1423. All employees employed by the County after June 30 and on or before September 30 shall be credited with one personal leave day on September 1.
- 1424. All personal leave days indicated in paragraphs 1420, 1421, 1422 and 1423 shall be used not later than December 31 of the calendar year in which such credit is made and in the event such personal leave days are not used, they shall be credited to the employee's sick leave accruals. Employees who leave employment for any reason shall forfeit all unused and uncredited personal leave. Personal leave is non-cumulative and credited and used only in a calendar year.
- 1425. Personal leave cannot be used in conjunction with vacation.
- 1426. When leave is requested and approved (other than the use of sick leave), the category of leave must be designated by the employee at the time of request. In the event that no designation is made at the time of request, leave will be charged as follows:

- i. accrued holiday leave;
- ii. compensatory time;
- iii. vacation time;
- iv. personal leave time.

1427. An employee must request emergency personal leave time at least two (2) hours before the start of his/her shift. Emergency personal leave must be approved by a superior officer of the rank of Lieutenant or higher. A response to a request for emergency personal leave will be provided within one (1) hour. Failure by administration to provide a response within one (1) hour will constitute approval of the request.

## ***ARTICLE 15***

### **BEREAVEMENT LEAVE**

1501. In the event of death of any employee's spouse, parents, children, sister or brother, grandparents, grandchildren or in-laws, or any relative who resides in the household of the employee, the employee shall be granted three working days leave of absence with pay. Up to two (2) additional days may be approved by the Sheriff in cases of long distance travel or unusual circumstances.

## ***ARTICLE 16***

### **EMERGENCY DAY**

1601. The Chairman of the Personnel Committee or his designee, acting with the Sheriff, shall have the right to permit any employee to have time off with pay, and it shall not affect any other employee of the Employer in any department for any reason whatsoever.

## ***ARTICLE 17***

### **MILITARY AND OTHER LEAVES REQUIRED BY LAW**

1701. The Employer shall grant any leave of absence with pay required by law applicable to the

employee.

## ***ARTICLE 18***

### **LEAVE OF ABSENCE**

1801. An employee who is on paid leave of absence shall receive all general pay increases, in fringe benefits, and shall continue to accrue service time for seniority purposes and for the accrual of fringe benefits. Any employee who is on unpaid leave of absence, shall receive no pay or other benefit nor accrue seniority or service time provided under this Agreement. Upon his return to work from an unpaid leave of absence, the employee will again begin to accrue service time for seniority and all other applicable purposes in accordance with Civil Service Law.

## ***ARTICLE 19***

### **SUSPENSION, DISCIPLINE OR DISCHARGE AND CIVIL SERVICE STATUS**

1901. In the event that an employee shall be subject to suspension, discipline or discharge, the Employer shall follow the procedures set forth in Section 75 of the Civil Service Law with respect to employees who have been continuously employed for six consecutive months.
1902. Local Law #1 of 1989 entitled the Sheriff's Department Disability Claims Procedure Law, and any amendments thereto, defines the rights of employees and the application of Section 207-c of the General Municipal Law (a copy of such local law is attached hereto; amendments to such law will be provided to the Union). Alleged violation of such local law or of this section of this agreement is not subject to the provisions of Article XXI of this agreement and must be resolved in accordance with the provisions of such local law.

## ***ARTICLE 20***

### **PENSIONS AND HEALTH INSURANCE**

2001. As soon as practicable, but no later than September 30, 2000, the employer shall offer all

members of the bargaining unit who are eligible to participate in the retirement plan known as 89-p and 603-I. The Employer shall provide in accordance with the applicable law, retirement benefits pursuant to Sections 75-i, 89-a, 89-b or 14-a of the Retirement and Social Security Law.

2002. The employees in this bargaining unit eligible for employer-sponsored health insurance shall be offered health insurance through the New York State Health Insurance Plan ("NYSHIP"), including medical and psychiatric enhancements.

2003. The health plan offered by the employer shall be available to all full-time employees (and part-time employees covered by Sections 202.1 and 202.2 of this Agreement on a pro rata basis as described in Section 202.2) under the following conditions.

a. **Individuals.** Employees eligible for individual coverage shall receive that coverage on a non-contributory basis under the plans offered by the employer through this Collective Bargaining Agreement, except that employees hired by the County on or after August 1, 2000, shall contribute \$350.00 annually towards that coverage. The employees shall make those contributions by payroll deduction, which deductions shall be taken in equal amounts throughout the year. Employees hired on or after October 25, 2005 shall contribute ten percent (10%) annually toward the cost of their health insurance coverage.

b. **Family.** All persons eligible for family plan coverage who began employment with the County before June 10, 1985, shall receive family coverage on a non-contributory basis. All employees hired by the County on June 10, 1985 or thereafter who are eligible for family coverage shall receive family coverage provided they contribute \$750.00 annually towards that coverage. All employees hired by the County on

August 1, 2000, or thereafter who are eligible for family coverage shall receive family coverage provided they contribute \$950.00 annually towards that coverage. The employee shall make those contributions by payroll deduction, which deductions shall be taken in equal amounts throughout the year. Employees hired on or after October 25, 2005 shall contribute ten percent (10%) annually toward the cost of their health insurance coverage.

- c. **Retirees.** Employees hired before June 10, 1985, who, being fully eligible for retirement, retire from the county with at least 10 years of service, but less than twenty (20) consecutive years of full time service, shall be eligible to participate in the health insurance coverage pursuant to the plan offered by this Collective Bargaining Agreement including family plan coverage. The cost of such coverage for the retired employee shall be paid fifty percent (50%) by the employer and fifty percent (50%) by the employee. If such employee shall have retired after serving twenty (20) consecutive years of full-time service with the employer (service rendered pursuant to Sections 202.1 and 202.2 of this Agreement shall not count as full-time service), the cost of individual and family coverage shall be paid in full by the employer. Employees who were hired on June 10, 1985, or after, and before August 1, 2000, who, being fully eligible for retirement, retire from the county with at least 10 years of service, but less than twenty (20) consecutive years of full time service, shall be eligible to participate in health insurance coverage pursuant to the plan offered by this Collective Bargaining Agreement and the cost of such coverage for the retired employee shall be paid fifty percent (50%) by the employer and fifty percent (50%) by the employee. If such employee shall have retired after serving

twenty (20) consecutive years of full-time service with the employer (service rendered pursuant to Sections 202.1 and 202.2 of this Agreement shall not count as full-time service), the cost of individual coverage shall be paid in full by the employer. The cost of family plan coverage, upon retirement, for employees hired after June 10, 1985, shall be paid in full by the retired employee. Employees hired on or after August 1, 2000, who retire pursuant to Retirement Plan 89-p or 603-l will not be eligible for employer-paid health insurance as a retiree. Employees hired on or after August 1, 2000, who do not retire pursuant to Retirement Plan 89-p or 603-l will be eligible for health insurance in retirement under the same formula used for employees who were hired on June 10, 1985 or after and before August 1, 2000.

2004. a. The Employer may change health insurance carriers or become self-insured under a plan which shall provide benefits which are substantially equal to (and with the intent not to diminish) those benefits in the Empire Plan (Core Plus medical and psychiatric enhancements) in effect on the date this Agreement is signed. The Employer shall give the Union not less than 45 days prior notice of such change. If requested by the Union, the Employer will meet at least once with the Union to discuss the proposed plan. If the Union shall disagree that the benefits under the proposed health insurance plan as compared to the then existing health insurance plan are substantially equal, the Union may request within 21 days after the date of notice of change of plan for arbitration through the American Arbitration Association by an arbitrator with knowledge and experience in the field of health benefits and insurance, whose decision shall be limited to a review of and determination of whether specifically listed benefits in the substitute plan are substantially equal to

those of the prior plan recognizing the intent of the parties not to diminish such benefits. If the arbitrator's determination is that the one or more of the benefits submitted to arbitration are not substantially equal to the benefits provided in the prior health insurance plan, the County shall thereafter provide such additional benefits provided under the plan existing before implementation of the new plan. Employee contributions to the cost of the plan so adopted shall be as set forth in Section 2003. If a new plan is substituted, such plan shall apply to retirees of the County eligible for health insurance under this agreement.

- b.(i) Duplicate Health and Medical Insurance. No employee shall receive duplicate medical and health insurance benefits under any plan or plans of medical insurance funded in whole or in part by the Employer, and no employee shall be eligible for benefits from more than one plan of medical and health insurance provided or funded in whole or in part by the Employer.
- b.(ii) No employee, while a participant in the plan of medical and health insurance provided by this Agreement, shall receive family plan benefits under any other plan of medical and health insurance funded in whole or in part by the Employer in which such employee is an eligible dependent.
- b.(iii) Subject to the provisions of paragraph (d) of this section, no employee who is a dependent of a spouse or other eligible member of his or her family employed by the County of Sullivan who has elected to provide family plan benefits under another plan of medical and health insurance funded in whole or in part by the Employer, shall participate in the plan of medical and health insurance provided by this Agreement.



b.(iv) Except in a case where an employee and the spouse or other eligible member of his or her family are both employed by the County of Sullivan and are entitled to benefits under one or more plans of medical and health insurance funded by the Employer, and the cost for two individual employee policies is less than the cost to the County of one family plan policy, the employees, regardless of the unit, entitled to such coverages, shall jointly select one plan under which the family is to receive such benefits. The plan selected may be the plan with the highest benefit level, lowest cost to such employee or any factor relevant to the employees involved. Such election shall be made in writing jointly by the affected employee which election shall be binding and irrevocable during the policy fiscal year involved, and if the Employer is self-insured, the Employer's fiscal year. The election shall be made upon thirty days' written notice to all employees involved. The employees shall file an election with the Sullivan County Treasurer prior to the expiration of the thirty day period. In the event of a failure to make such election, the County may select the plan of coverage for all affected employees giving due consideration to the level of benefits and cost to such employees. If the cost of two individual employee policies is less than the cost of one family plan coverage, there shall be no election and each employee shall participate in the applicable unit medical and health insurance benefits Plan. The provision of two individual employee policies shall not apply where there are dependents to be covered other than the employees involved, unless the affected employees elect in writing not to provide coverage for such dependents. If the employees are divorced, such employees shall be entitled to only one family plan coverage for eligible dependents.

- b.(v) In the event two spouses are employed by the County and are covered by the provisions of this section "b", then the \$750 or \$950 premium contribution required by Section 2003 (if applicable) shall be waived.
- b.(vi) Effective January 1, 2000, an employee who is entitled to individual coverage who opts out of that coverage shall be paid \$750.00. An employee who is entitled to family coverage but opts only to take individual coverage shall be entitled to an opt-out payment of \$750.00. An employee who is entitled to family coverage who opts out completely will be entitled to an annual payment of \$1,500.00. No employee shall be eligible to receive such payment unless the employee shall have presented proof to the Director of Risk Management that such employee and such employee's eligible dependents are covered by a comparable plan of medical and health insurance benefits for the entire year that such employee elected not to be covered by the plan of medical and health insurance benefits provided by the employer.
2005. a. Effective January 1, 2009 , or as soon thereafter as is practicable, , the County will offer to the members of the bargaining unit who are not eligible for membership in the retirement plan known as 89-p and 603-l and their dependants fully paid coverage under a dental program known as Delta Dental PPO plan with riders/enhancements that include benefits for major restorative, prosthodontic and periodontic services, or a substantially equivalent program. Effective January 1, 2009, or as soon thereafter as is practicable, the County will offer to the members of the bargaining unit who are not eligible for membership in the retirement plan known as 89-p and 603-l and their dependants fully paid optical coverage under the program known as The Eyecare Advantage Plan as administrated by Davis Vision, Inc., or a substantially equivalent

program for which benefits include exams every 12 months, lenses every 12 months, and frames every 24 months.

b. Eligibility for Dental and Vision Coverage

- (1) All full-time employees (unless covered by Sections 202.1 and 202.2 of this Agreement on a pro rata basis as described in Section 202.2) in the group of employees described in paragraph 2006.(a), eligible for the Empire Plan, will be eligible to participate in both the dental and vision coverage.
- (2) Employees in the group of employees described in paragraph 2006.(a), who become employed on or after August 1, 2000, shall not be eligible to participate in both dental and vision coverage until after 36 months of continuous employment. Employees during the first 36 months of their employment may elect to participate in the vision and dental program at their own expense.
- (3) Retired employees shall not be eligible to participate in dental and vision coverage.
- (4) Employees who are eligible for Retirement Plans 89-P or 603-1 shall be eligible to participate in the same dental and vision plans, to be paid by the employee, as employees described in XX, Section 2005(a) and 2005(b), currently the DeltaDental PPO and The Eyecare Advantage Plan as administered by Davis Vision, Inc. plans.

2006. DATE OF COVERAGE: Employees herein after hired before the 25th day of any month shall be covered by the applicable medical and health insurance coverage on the 1st day of the second month following the date of hire. Employees herein after hired on and after the

25th day of any month shall be covered by the applicable medical and health insurance coverage on the first day of the third month following the date of hire.

2007. An employee who is absent from work because of an illness or injury which is compensated pursuant to the provisions of the Workers' Compensation Law for a period of not more than 6 months shall receive medical and health plan benefits on a contributory or noncontributory basis as the case may be. For the period of absence in excess of six months such employee may receive such benefits upon advance payment of the monthly premium or cost.

2008. The Employer shall provide benefits under the Disability Insurance Law.

## ***ARTICLE 21***

### **DISAGREEMENTS**

2101. Any disagreement arising as to the manner or interpretation of application of any of the provisions of this Agreement, or rights claimed to exist thereunder shall be processed as follows:

- a. The terms or facts concerning such disagreement shall be reduced to writing by the employee or a representative of CSEA or person (including the Employer) urging same, and shall be filed with the Sheriff within thirty (30) days of their occurrence or when the employee or local unit representatives should have been aware of the act complained of; a copy will also be filed with the Personnel Officer.
- b. In the event the disagreement is not resolved within ten days of submission of same to the appropriate department head, the representative of the CSEA will submit same to the Personnel Officer.

2102. a. Either party to the disagreement shall give written notice to the other of desire to arbitrate. Written notice of the desire to arbitrate shall be made within ten (10)

working days of receipt of the determination of the Personnel Officer.

- b. The decision of the Personnel Officer may be appealed within 10 days to the County Manager or his/her designee.
  - c. If within ten days after either party shall have notified the other of its desire to arbitrate and the parties fail to agree on an impartial arbitrator, either party shall be free to make the necessary application to the New York State Public Employment Relations Board for the selection of an impartial arbitrator according to the established procedure of the New York State Public Employment Relations Board. The decision of the arbitrator shall be binding on both parties, and the fees and expenses of such arbitrator are to be shared equally by the Employer and the CSEA.
2103. No terms can be added to or subtracted from this Agreement, nor any provisions thereof amended, modified or changed by arbitration.
2104. Time will be considered of the essence with respect to the procedure for the presentation of disagreements hereinabove outlined, and in the event such procedure is not strictly followed, the disagreement shall be deemed to be fully settled, and any further procedures shall thereupon be considered discontinued without prejudice.
2105. Saturday and Sunday shall not be considered as days in computing the number of days in each step of the procedure.
2106. An additional three days shall be added to each step of the procedure for mailing purposes.
2107. An employee who fails to file a proceeding under this Article within thirty days during which the employee has worked shall bar any proceeding hereunder. The thirty days period is a statute of limitations and if a dispute is not presented within such thirty-day period after the employee or CSEA knew or should have known of the facts and circumstances of such

disagreement, such grievance or claim shall be denied and barred.

## ***ARTICLE 22***

### **GRIEVANCES**

2201. The grievance procedure set forth in Article 16 of the General Municipal Law shall be applicable, provided, however, that disagreements concerning interpretation or application of the terms and provisions of this Agreement shall be governed by Article XXI of this Agreement.

## ***ARTICLE 23***

### **RECIPROCAL RIGHTS**

2301. The Employer recognizes the exclusive right of a representative of the CSEA to appear on behalf of the employees in the bargaining unit set forth herein with respect to salaries, working conditions, grievances and disagreements as to the terms and conditions of this Agreement, and to visit employees in said bargaining unit during normal working hours upon the premises of the Employer, providing no interference with employees duties and permission is granted by the department head. Such representatives of the CSEA shall also be permitted to appear at public meetings of the Sullivan County Legislature on behalf of the employees in said bargaining unit.
2302. Employer shall comply with the terms of this Agreement in a manner which will be fair and impartial to all employees in the said bargaining unit, and shall not discriminate against any employee because of race, sex, nationality, creed or marital status.
2303. The CSEA shall have the right to post notices and other written communications on bulletin boards maintained upon the premises and facilities of the Employer, with respect to the terms and provisions contained in this Agreement, and with respect to matters involving collective bargaining provided, however, that such notices or communications shall not contain

anything reflecting, personally, upon the Employer or any of its employees or elected officials. Any notices or written communications which violate the intent of this provision shall be subject to removal by the representative of the Employer.

2304. The Employer will allow leave with pay to employees serving as chapter executive representative, delegate to the Statewide Committee or attending other CSEA statewide functions in an official capacity, up to a total aggregate maximum of ten man days per year for all such employees. This leave time shall not apply to time required for handling of local grievances as set forth in Article XXII hereof.

2305. An employee shall:

- a. be entitled to representation after charges are filed;
  - b. be entitled to representation at grievances and disagreements pursuant to this Agreement;
  - c. be entitled to file a grievance in any case where the Employer has failed or refused to permit union representation for such employee;
  - d. be required to obey a directive of the Sheriff or his designee, unless such directive would require action by such employee which would constitute a violation of law or where such directive would cause imminent risk of injury to such employee or to others, such risk being beyond the scope of the employee's duties;
  - e. be required to participate in any discussion or investigation even though such employee believes that he or she was wrongfully denied union representation.
- Answers given by an employee at the direction or order of the Employer may be protected from disclosure in a criminal proceeding in accordance with the "use immunity" doctrine of *Matt v. Laracca*, 71 N.Y.2d 142 (1987).

## ***ARTICLE 24***

### **LABOR MANAGEMENT COMMITTEE**

2401. Both parties agree that during the life of this Agreement either party may request a meeting of the other party on matters of mutual interest arising. The request shall be in writing and shall include a statement of the specific subject matter or matters to be discussed. Upon receipt of a written request, a meeting shall be mutually scheduled as promptly as possible, but no later than ten working days after receipt of the request. Each party agrees to designate no more than three representatives to meet and make every reasonable effort to resolve such matters.
2402. Issues relating to in-service training needs of the Department and development or updating of safety procedures/manuals and the desirability of implementing defense training shall be the subject of on-going discussions between representatives of the Union and the representatives of the Employer.

## ***ARTICLE 25***

### **EMPLOYER RIGHTS**

2501. Nothing in this Agreement shall be construed as delegating the authority conferred by law on any elected or appointed official of the County of Sullivan, or in any way to reduce or abridge such authority.
2502. The rights and responsibilities of the Sheriff and County as Joint Employers include, but are not necessarily limited to the following:
2503. To determine the standards of services to be offered by the Sheriff and County of Sullivan, not inconsistent with applicable law.
2504. To direct employees in their respective positions.
2505. To hire, promote, transfer, assign, and retain employees, and to suspend, demote, discharge



or to take disciplinary action against employees.

2506. To relieve employees from duties because of lack of work, or other legitimate reasons.

2507. To maintain the efficiency of government operations entrusted to them.

2508. To determine the methods, means and personnel by which such operations are to be conducted.

2509. To take whatever action that may be necessary to carry out the missions of the Sheriff's Office and any department, office or agency concerned in a situation or emergency.

2510. The parties agree and understand that the Sheriff is the chief law enforcement officer of the County of Sullivan, and that he may direct and command the members of the Office in accordance with the chain of command established by the Sheriff, and it shall be the duty of each member of the Office to obey lawful commands and directions as may be issued by the Sheriff to carry out the functions of the Office.

## ***ARTICLE 26***

### **SAVING CLAUSE**

2601. If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

## ***ARTICLE 27***

### **WAIVER CLAUSE**

2701. The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any

subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement.

## ***ARTICLE 28***

### **NOTICES AND EXPLANATION OF AGREEMENT**

2801. All notices required to be sent by one party to the other party pursuant to this Agreement shall be made by post-paid certified mail, return receipt requested, addressed to such party at the address set forth in this Agreement. The parties thereafter may notify the other of a change in such address. This section shall not apply where applicable provisions of law require some other method of notification, nor shall it apply to the giving of a letter of appointment to the employee as hereinafter provided.

## ***ARTICLE 29***

### **MISCELLANEOUS**

2901. A provisional or permanent employee shall receive a letter of appointment showing salary, grade and title upon provisional or permanent appointment or promotion.
2902. The County shall provide the CSEA with a copy of each class specification covering positions in the collective representation unit.
2903. The Department shall provide a firearm, insignia and badge to all employees hired after the date of this Agreement. The firearm, insignia and badge shall remain the property of the Department.

2904. The Sheriff or his designee may require the temporary surrender of Department issued weapons for good cause shown. Such temporary surrender of Department issued weapons shall not result in a loss of work opportunities, or regular or special compensation.

2905. UNIFORMS:

- a. The Employer shall for full uniform employees pay the cost of the initial uniform purchase and thereafter, except as hereinafter provided, the County shall pay to full uniform employees during each year of this Agreement the sum of \$950.00 and to plain clothes employees during each year of this Agreement the sum of \$950.00. Payments shall be made semi-annually (half on or before January 31 and half on July 1, or the closest pay period thereto) with the understanding that employees will always be properly attired when on duty, provided, however, that in any year in which the Employer shall pay the entire cost of the initial uniform purchase, such employee shall be ineligible to receive the next succeeding semi-annual payment.
- b. Uniform allowance for kitchen personnel required to wear uniforms shall be \$950.00, payable in the months of May and November.
- c. Uniform allowances for CO's and other uniformed personnel shall be paid in the months of January and July.
- d. All correction officers who desire to wear body armor while engaged in transport or other non-facility related duties will purchase same from their annual clothing allowance.
- e. Employees on 207-c shall be entitled to receive full uniform allowance.

2906. The County shall provide each Correction Officer and Security Officer with a portable radio, while on duty, and subject to annual appropriation. .

## ***ARTICLE 30***

### **EMPLOYEE TRAINING**

3001. The County agrees to the formation of an ad hoc committee on training for the purpose of determining appropriate ongoing and continuing training for correction officers, as recommended by the New York State Commission of Correction. Additionally, the committee will formulate the implementation of any agreed upon training. The Sheriff and the President of the CSEA unit shall automatically belong to the training committee, which shall consist of up to an additional two (2) representatives from the County and up to two (2) additional representatives from the Union. The training committee shall meet four (4) times per year on a quarterly basis. The County will allocate the funding necessary for any agreed upon training. The aforementioned training will not include initial correction officer training, firearms training, or any mandatory training for recertification for firearms, or chemical agents, but shall be in addition to such training. Examples of the training contemplated by this provision shall be:

- Defensive tactics.
- Suicide prevention.
- Inmate extraction.
- Prevention of and protection from infectious diseases common to a correctional facility (to include exposure to bodily fluids and blood borne pathogens).
- Conflict resolution among inmates.

The Sheriff shall have the discretion to assign non-correction officer staff to attend any training, as may be appropriate for those employees' jobs.

### ***ARTICLE 31***

#### **DRUG AND ALCOHOL TESTING POLICY**

3101. The Drug and Alcohol Testing Policy is attached. The Jail Administrator or designee shall notify the employee that he has been selected for testing and the County agrees to provide a vehicle or transportation to the testing site.

### ***ARTICLE 32***

#### **SUB-TITLES**

3201. The sub-titles used herein are used for reference purpose only, and are not to be used in any manner whatsoever for the construction of or interpretation of any provisions and terms set forth herein.

### ***ARTICLE 33***

#### **ENTIRE AGREEMENT**

3301. The terms and provisions herein contained constitute the entire Agreement between the parties and shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter. Furthermore, for the purpose of this Agreement, the Employer shall be the Sullivan County Legislature and the Sheriff, as joint employers.

### ***ARTICLE 34***

#### **MANDATED PROVISIONS OF LAW**

3401. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTIONS TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR TO PROVIDE ADDITIONAL FUNDS THEREFORE SHALL NOT BE EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE 35**

**TERM OF AGREEMENT**

3501. This Agreement shall become effective as of January 1, 2008, and shall terminate on December 31, 2012.

The parties have executed this Agreement.

COUNTY OF SULLIVAN

BY: 

County Manager

SHERIFF OF SULLIVAN COUNTY

BY: 

SULLIVAN COUNTY LOCAL 853, CIVIL  
SERVICE EMPLOYEES ASSOCIATION,  
INC. SHERIFF'S DEPARTMENT  
JAIL UNIT

BY:   


Schedule C - 1:

Correction Officers and Civil Deputy:

Year		Hire Rate	Step 1	Step 2	Step 3	Step 4	Year 7	Year 10	Year 13
2008	Lump Sum Only	31,762	32,843	34,871	36,897	38,926	40,094	41,298	42,538
2009	Lump Sum Only	31,762	32,843	34,871	36,897	38,926	40,094	41,298	42,538
2010		35,806	37,862	40,301	42,738	45,175	47,267	49,374	51,496
2011		37,154	39,535	42,111	44,685	47,258	49,658	52,066	54,482
2012		38,502	41,208	43,921	46,632	49,341	52,049	54,758	57,468

Lump Sum Schedule:

Step/Year	2008 Payment	2009 Payment
Year 13	2,986	2,986
Year 10	2,692	2,692
Year 7	2,391	2,391
Step 4	2,083	2,083
Step 3	1,947	1,947
Step 2	1,810	1,810
Step 1	1,673	1,673
Hire Rate	1,348	1,348

Correction Corporal:

Year		
2008	\$1,250 not in base	43,951
2009	\$3,136 not in base	43,951
2010	5% over highest CO	54,071
2011	5% over highest CO	57,208
2012	5% over highest CO	60,341

Correction Sergeant:

Year		
2008	\$1,250 not in base	46,805
2009	\$3,293 not in base	46,805
2010	5% over Cpl	56,774
2011	5% over Cpl	60,066
2012	5% over Cpl	63,358

Security Officers:

Year		Hire Rate	Step 1	Step 2	Step 3	Step 4	Year 7	Year 10	Year 13
2008	\$1,250 not in base	29,480	31,120	33,165	35,212	37,260	38,379	39,531	40,717
2009	3% over 2007	30,364	32,054	34,160	36,268	38,378	39,530	40,717	41,939
2010	3% over 2009	31,275	33,015	35,185	37,354	39,529	40,716	41,938	43,197
2011	4% over 2010	32,526	34,336	36,592	38,851	41,110	42,345	43,616	44,925
2012	4.5% over 2011	33,990	35,881	38,239	40,599	42,960	44,250	45,579	46,946

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Food Service and Clerical:		2008	2009	2010	2011 (**)	2012 (**)
		Signing	3%	3%	4.00%	4.50%
		Pymt Only	over 2007			
COOK (CSCO)	SHERIFF-JAIL	1,250	29,008	29,877	31,073	32,472
COOK (CSCO)	SHERIFF-JAIL	1,250	28,807	29,672	30,859	32,248
COOK MANAGER (CSCO)	SHERIFF-JAIL	1,250	37,101	38,215	39,744	44,033
FOOD SERVICE HELPER	SHERIFF-JAIL	1,250	22,519	23,195	24,123	25,209
FOOD SERVICE HELPER (CSCO)	SHERIFF-JAIL	1,250	22,519	23,195	24,123	25,209
ACCOUNT CLERK/TYPIST (CSCO)	SHERIFF-CIVIL	1,250	24,808	27,157	30,127	31,483
ACCOUNT CLERK/TYPIST (CSCO)	SHERIFF-CIVIL	1,250	24,808	27,157	30,127	31,483
SENIOR ACCOUNT CLTYP (CSCO)	SHERIFF-JAIL	1,250	29,531	32,590	36,153	39,802
SENIOR ACCOUNT CLTYP (CSCO)	SHERIFF-CIVIL	1,250	29,429	32,477	36,028	39,802
SENIOR ACCOUNT CLTYP (CSCO)	SHERIFF-CIVIL	1,250	29,007	32,012	35,512	39,802
SENIOR ACCOUNT CLTYP (CSCO)	SHERIFF-PATROL	1,250	29,007	32,012	35,512	39,802
SENIOR ACCOUNT CLTYP (CSCO)	SHERIFF-PATROL	1,250	32,283	35,627	39,523	41,302
SHERIFF'S DEPT ACCT. PAY. COOR	SHERIFF-PATROL	1,250	29,008	32,011	35,512	39,802
COORD MED RECORDS & BILLING	SHERIFF-JAIL	1,250	28,808	31,790	35,267	39,802

\*\* 2011 and 2012 Cook, Cook Manager, Food Service Helper - Hazard Duty Pay will be \$1.00 per hour



## SUBSTANCE ABUSE TESTING PROCEDURE

### POLICY

- 1.1 To ensure the integrity of the Sullivan County Sheriff's Office and to preserve public trust and confidence in a fit and drug free law enforcement profession; the Sullivan County Sheriff's Office shall implement a drug testing program to detect prohibited drug use by employees employed in the Sullivan County Sheriff's Office.
- 1.2 Any sworn bargaining unit member ("employee") employed in the Sullivan County Sheriff's Office who subsequently tests positive, and/or fails to comply with the following procedures, shall be subject to disciplinary action, pursuant to Section 75 of the Civil Service Law.

### DEFINITIONS

- 2.1 Drug Test The compulsory production and submission of urine by an employee for chemical analysis to detect prohibited drug usage.
- 2.2 Random Drug Test A system of drug testing imposed without individualized suspicion that a particular individual is using illegal drugs which utilizes a statistically random sampling based upon neutral criterion referenced in paragraph 3.2.3
- 2.3 Reasonable Suspicion A drug test is required for each employee where there is reasonable suspicion to believe the employee is using or is under the influence of drugs and/or alcohol.

The decision to test for reasonable suspicion must be based on a reasonable and articulated belief that the employee is under the influence of drugs. This belief shall be based on recent, physical, behavioral, or performance indicators of possible drug use.

Supervisory personnel making a determination to subject any employee to drug testing based on reasonable suspicion shall document their specific reasons and observations in writing within 24 hours of the decision to test and before the results of the urine drug tests are received.

### RULES

- 3.1 Prohibited Activity It is the policy of the Sullivan County Sheriff's Office that the use of illegal drugs or the improper use of prescription drugs or alcohol by its employees and impairment in the workplace due to drugs and/or alcohol are prohibited and will not be tolerated. Engaging in prohibited, and/or illegal conduct will lead to disciplinary procedures as outlined herein. Prohibited and/or illegal conduct includes but is not limited to:
  - 3.1.1 Being on duty or performing work while under the influence of drugs and/or alcohol;

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- 3.1.2 Engaging in the manufacture, sale, distribution, use, or unauthorized possession of (illegal) drugs at any time and of alcohol while on duty;
- 3.1.3 Refusing or failing a drug and/or alcohol test administered under this policy;
- 3.1.4 Providing an adulterated, altered, or substituted specimen for testing;
- 3.1.5 Use of alcohol within four hours prior to reporting for duty on a schedule tour.
- 3.1.6 The Sheriff's Office will determine as soon as possible whether or not an employee's involvement in an accident (incident) has been discounted or not as a contributing factor in the accident (incident). The employee will remain on the employers payroll until the employee has been discounted as not being a contributing factor.
- 3.1.7 No employee shall illegally possess any controlled substances.
- 3.1.8 No employee shall ingest any controlled or other dangerous substances, unless as prescribed by a licensed medical practitioner.
- 3.1.9 No employee shall ingest any prescribed medication in amounts beyond the recommended dosage.
- 3.1.10 An employee who, while in the performance of duty, intentionally ingests or is made to ingest a controlled substance shall immediately report the incident to the Sheriff, Undersheriff or Jail Administrator, so that appropriate medical steps may be taken to ensure the employee's health and safety. Additionally, the incident will be reported pursuant to the procedure for reporting an "on-duty" injury.
- 3.1.11 An employee shall notify Administration when required to use prescription medicine, which has the potential to impair job performance. The employee shall advise Administration of the known side effects of such medication and the prescribed period of use. The member of Administration shall document this information through the use of an internal memorandum and maintain this memorandum in the medical file of the personnel involved.
- 3.1.12 An employee having a reasonable basis to believe that another employee is illegally using, or in possession of any controlled substance shall immediately report the facts to the Sheriff or his representative.
- 3.1.13 This policy does not preclude the appropriate use of legally prescribed medication that does not adversely affect the mental, physical, or emotional ability of the employee to safely and efficiently perform his/her duties. It is the employee's responsibility to inform the proper supervisory personnel of his/her use of such legally prescribed medication before the employee goes on duty or performs any work.
- 3.1.14 In order to educate the employees about the dangers of drug and/or alcohol abuse, the Sheriff's Office shall sponsor an information and education program for all employees and supervisors. Information will be provided on the signs and symptoms of drug and/or alcohol abuse; the effects of drug and/or alcohol abuse on an individual's health, work, and

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personal life; the policy regarding drugs and/or alcohol; and the availability of counseling.

## DRUG TESTING

- 3.2 Employee Drug Testing. Employees of the Sullivan County Sheriff's Office will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use as provided below:
- 3.2.1 The selection of employees for random drug testing shall be made by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with employees' social security numbers, payroll identification numbers or other comparable identifying numbers or by shift. Under the selection process used, each employee shall have an equal chance of being tested each time selections are made.
- 3.2.2 Random drug tests shall not be administered more than one time per month for a maximum total of twelve random tests per calendar year. Paragraphs 3.2.2. and this paragraph shall not apply to probationary employees referenced in paragraph 3.3.
- 3.2.3 An employee selected for random testing, the employee's first line supervisor, and a union representative shall be notified the same day the test is scheduled, preferably, within one-half hour (1/2) hour of the scheduled testing. The timing of such tests shall take place during the employees regularly scheduled tour of duty.
- 3.3 Probationary Employee Drug-Testing. A newly hired probationary employee may be required to submit to non-random testing until the probationary period is successfully completed. Such tests shall not exceed 12 times during the probationary period.
- 3.4 Application Drug Testing. Applicants for a position in the Sullivan County Sheriff's Office may be required to take a drug test as a condition of employment. Applicants shall be disqualified from further consideration for employment under the following circumstances:
- 3.4.1 Refusal to submit to a required drug-test.
- 3.4.2 A confirmed positive drug-test indicating drug use prohibited by this policy.
- 3.5 Drug-Testing Procedures. The testing procedures and safeguards provided herein to ensure the integrity of the Sullivan County Sheriff's Office Drug-Testing Program shall be adhered to by any persons administering drug tests:

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Throughout all aspects of these procedures, every reasonable effort must be made to ensure the dignity and privacy of the employee. All reasonable efforts shall be made to avoid public attention and these procedures shall be carried out as discreetly as reasonably possible.

- 3.5.1 Personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area. A pre-test questionnaire shall be completed by each employee in order to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs that may result in a false positive test result. The employee will be required to sign a medical release of information form in the event that a physician must be contacted for clarification or verification of legal drug use.
- 3.5.2 The bathroom facility of the testing area for a urine sample shall be private and secure. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substances.
- 3.5.3 Testing personnel of the same sex as the employee shall be present and observe production of the urine sample.
- 3.5.4 Where the employee is unable to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The employee shall be permitted no more than four (4) hours to give a sample, during which time said employee shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug-test.
- 3.5.5 Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately, under direct observation of the testing personnel. The employee must produce the second sample within four hours.
- 3.5.6 Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure that the results match the tested specimen. Samples shall be stored in a secured area until tested or delivered to the testing lab representative.
- 3.5.7 Any employee's sample shall be split and stored in case of legal disputes. The samples must be provided at the same time and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall be secured in valid storage. If the results of the original test are positive, the employee may within ten (10) calendar days of the employee's written notification of the positive test, elect to have the remaining specimen tested by a laboratory of his choice licensed by Section five Hundred seventy-five (575) of the New York State Public Health Law for testing by Gas Chromatography, with mass spectrometry or an equivalent scientifically accepted method. The employee shall be responsible for the cost of the split sample test unless that test shows a negative result.

In the event that the second drug test, requested by the employee, is returned with

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negative results, the first drug test which indicated a positive result, would be negated.

Chain of Custody Documentation shall be maintained by the vendor conducting the drug test. A copy of the laboratory report of such test will be provided to the employee and Sheriff. If an employee does not reply within this time frame, the confirming test will be performed by the original testing laboratory.

- 3.5.8 Each step in the collection and processing of the specimens shall be documented to establish procedural integrity and the chain of custody specific procedures may be promulgated by the Sheriff to insure compliance.
- 3.6.1 The sample first shall be tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending" until the confirmation test results are obtained.
- 3.6.2 A specimen testing positive will undergo an additional confirmatory test.
- 3.6.3 The drug screening tests selected shall be capable of identifying marijuana, cocaine, and every major drug of abuse including heroine, amphetamines, and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in collection procedures. Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial drug screening test:

Initial Test Level (na/ml)	
Marijuana Metabolite .....	100 or 50 *
Cocaine Metabolite .....	300
Opiate Metabolite .....	300 **
Phencyclidine .....	25
Amphetamines .....	1000

\*= Dependent upon laboratory set-up  
\*\* = 15 ng/ml if immunoassay specific for free morphine

- 3.6.4 Concentration of drug at or above the following levels shall be considered a positive test result when performing a confirmatory GC/MS test on a urine specimen that tested positive using a technologically different initial screening method:

Confirmatory Test

	Level (ng/ml)
Marijuana Metabolite.....	15 (1)
Cocaine Metabolite.....	150 (2)
Opiates	
Morphine.....	300
Codeine.....	300
Phencyclidine .....	25
Amphetamines	
Amphetamine.....	500

- 1) Delta-9-tetrahydrocannabinol-9-carboxylic acid
- 2) Benzoyllecgonine

- 3.7.1 All records pertaining to required drug tests shall remain confidential, and shall not be provided to other employees or agencies without the written permission of the person whose records are sought or pursuant to a lawful subpoena.
- 3.7.2 All drug testing information and or medical information obtained through these procedures and specifically relating to employees is confidential and should be treated as such by anyone authorized to review or compile such records. In order to efficiently implement this procedure and to make information readily retrievable, the Sheriff shall maintain all records relating to drug testing on County property in a secure area. In all circumstances relating to an employee's drug test results and records, only authorized individuals who have a "need to know" shall have access to them.
- 3.7.3 An employee who breaches the confidentiality of testing information shall be subject to discipline.

#### **LIMITED AMNESTY REHABILITATION PROGRAM**

- 4.1 Treatment/Rehabilitation Encouraged. Members of the Sullivan County Sheriff's Office who have a drug abuse or addiction problem are hereby encouraged to seek treatment and rehabilitation under the County EAP Program. Participation in this program shall be without fear of any discipline or discharge penalties provided:
  - 4.1.1 Entry and participation in such treatment and rehabilitation must occur prior to the employee selection for random drug testing, selection for reasonable suspicion, or post-incident testing.
  - 4.1.2 An employee's refusal to participate in any material aspect of the subject EAP counseling/rehabilitation program or a failure to complete counseling and testing as may be required by the EPA, and referral agency, doctor, or counselor, shall be cause for termination from employment pursuant to Civil Service Law Section 75.
  - 4.1.3 The employee must sign any and all releases and/or waivers so as to allow the

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County to ensure the employee participation in the counseling/rehabilitation program. Information acquired by the County shall be viewed by only those in a need to know status, and shall be filed separately from the employee's medical file. In all other respects, the employee's right to confidentiality shall be respected.

- 4.1.4 Confirmed Positive Test Result: A positive drug test result and the confirmation of a positive drug test result following entry in and/or completion of any treatment/rehabilitation program shall result in the employee's termination under the provisions of this policy.

#### ALCOHOL TESTING

- 5.0 An applicant or employee must carry and present a current and recent photo ID to appropriate personnel during testing. Failure to present a photo ID is equivalent to refusing to take the test. Employees and applicants may be required to submit to alcohol testing under the following conditions:

A. Types of Tests

1. Post-Accident/Post-Incident Testing

Following any work-related accident (incident) determined by supervisory personnel to have resulted in significant property or environmental damage or in significant personal injury, including but not limited to a fatality or human injury requiring medical treatment, each employee whose performance either contributed to the accident (incident) or cannot be discounted as a contributing factor to the accident (incident) and who is reasonably suspected of possible alcohol use as determined during a routine post-accident (post-incident) investigation.

a. Post-Accident (Post-Incident) Testing for Injured Employees

An affected employee who is seriously injured, non-ambulatory, and/or under professional medical care following a significant accident (incident) shall consent to the obtaining of specimens for alcohol testing by qualified, licensed attending medical personnel and consent to specimen testing. Consent shall also be given for the attending medical personnel and/or medical facility (including hospitals) to release to Employer appropriate and necessary information or records that would indicate only whether or not specified prohibited alcohol (and what amount) was found in the employee's system.

Post-accident (post-incident) breath alcohol testing may be impossible for unconscious, seriously injured, or hospitalized employees. If this is the case,

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certified or licensed attending medical personnel shall take and have analyzed appropriate specimens to determine if alcohol was present in the employee's system. Only an accepted method for collecting specimens will be used. Any failure to do post-accident (post-incident) testing within two hours must be fully documented by the attending medical personnel.

No employee shall delay his/her appearance at the designated collection site(s) for post-accident (post-incident) testing. Any unreasonable delay in appearing for alcohol testing shall be considered a refusal to cooperate with the substance abuse program of Signatory Employer and shall result in termination of employment.

2. Testing Based on Reasonable Suspicion

An alcohol test is required for each employee where there is reasonable suspicion to believe the employee is using or is under the influence of alcohol.

The decision to test for reasonable suspicion must be based on a reasonable and articulate belief that the employee is using or has used alcohol. This belief should be based on recent, physical, behavioral, or performance indicators of possible alcohol use.

Supervisory personnel making a determination to subject any employee to alcohol testing based on reasonable suspicion shall document their specific reasons and observations in writing within twenty-four (24) hours of the decision to test and before the results of the tests are received.

3. Return-to-Duty and Follow-Up

Before any employee who has violated the prohibited alcohol conduct standards is allowed to return to work, he must complete a rehabilitation program deemed acceptable by the Sullivan County, pass a return to duty alcohol test, and comply with additional unannounced random testing and at least six tests will be conducted in the first 12 months after the employee returns to work. Follow up testing may be extended for up to 60 months following return to duty.

The employee will be required to pay for his or her return-to-duty and follow-up tests accordingly.

B ALCOHOL TESTING PROCEDURES

All breath alcohol testing conducted for the Sheriff's Office shall be performed using evidential breath testing (EBT) equipment and personnel approved by the National Highway Traffic Safety Administration (NHTSA) or such other agency as required by law.

Alcohol testing is to be performed by a qualified technician as follows:

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Step One:

An initial breath alcohol test will be performed using a breath alcohol analysis device (alcho-sensor or similar) approved by the National Highway Traffic Safety Administration (NHTSA) or such other agency designated by law. If the measured result is 0.029 percent or less breath alcohol level (BAL), the test shall be considered negative. If the result is equal to 0.030 percent BAL, or greater, the result shall be recorded and witnessed, and the test shall proceed to Step Two.

Step Two:

Twenty minutes shall be allowed to pass following the completion of Step One above. Before the confirmation test of Step Two is administered for each employee, the breath alcohol technician shall insure that the evidential breath testing device (Datamaster DMT or similar) registers 0.00 on an air blank. If the reading is greater than 0.00, the breath alcohol technician shall conduct one more air blank. If the reading is greater than 0.00, testing shall not proceed using that instrument. However, testing may proceed on another instrument. Then Step One shall be repeated using a new mouthpiece and either the same or equivalent but different breath analysis device.

The breath alcohol level detected in Step Two shall be recorded and witnessed.

If the lower of the breath alcohol measurements in Step One and Step Two is 0.04 percent or greater, the employee shall be considered to have failed the breath alcohol test. Failure of the breath alcohol test shall result in disciplinary action pursuant to Section 75 of the Civil Service Law.

All breath alcohol test results shall be recorded by the technician and shall be witnessed by the tested employee and by a supervisory employee, when possible.

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